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Attorneys for Defendants
 Sheng Kee Bakery & Café and Karl Wen

**THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

HONG LU,

Plaintiff,

v.

SHENG KEE OF CALIFORNIA, INC. d/b/a
 SHENG KEE BAKERY AND CAFÉ, and
 KARL WEN,
 Defendants.

) Case No. C 05 2978-EDL
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) STIPULATED PROTECTIVE ORDER
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Whereas the parties, by and through their attorneys of record, stipulate to the following protective order:

A. CONFIDENTIAL MATERIAL. As used herein, the term CONFIDENTIAL MATERIAL includes any document that is supplied by the supplying party, and that the supplying party asserts contains private, including medical or related personal information,

1 proprietary, non-public, trade secret, confidential, and/or sensitive documents, and the
2 information contained therein.

3 B. DESIGNATION. Any CONFIDENTIAL MATERIAL supplied shall be labeled
4 by the supplying party as "CONFIDENTIAL."

5 C. CHALLENGE TO DESIGNATION. A party shall not be obligated to challenge
6 the propriety of a document's designation at the time made, and a failure to do so shall not
7 preclude a subsequent challenge thereto. In the event that any party disagrees at any stage of
8 these proceedings with the designation of any information, the parties shall try first to resolve
9 such dispute in good faith on an informal basis. If the dispute cannot be resolved, the objecting
10 party may seek appropriate relief from the Court, and the designating party asserting
11 confidentiality shall have the burden of showing the propriety of such designation. A document
12 as to which confidentiality is disputed shall be treated as a CONFIDENTIAL MATERIAL until
13 the Court issues a ruling permitting disclosure, or the party claiming confidentiality withdraws
14 that claim in writing.

15 D. QUALIFIED PERSON -- CONFIDENTIAL MATERIAL. With respect to
16 CONFIDENTIAL MATERIAL, a "QUALIFIED PERSON" is included in one of the following
17 categories: (1) all counsel of record engaged in the litigation of this matter on behalf of a party,
18 including attorneys and their employees assisting in this matter; (2) experts, consultants,
19 investigators, or other non-party agents who are assisting counsel in the litigation of this matter
20 on behalf of a party; or (3) the parties themselves, or in the case where the party is a corporation,
21 corporate officers and directors of the party who are, in the opinion of counsel, necessary to assist
22 counsel in the preparation of this case.

23 E. DISCLOSURE. Any document containing CONFIDENTIAL MATERIAL shall
24 be disclosed only to persons qualified to review such MATERIAL, as specified in paragraph D,
25 who shall have read this Stipulated Protective Order and who shall agree to be bound by the
26 terms hereof.

1 F. MAINTENANCE IN CONFIDENCE. Any QUALIFIED PERSON to whom any
2 CONFIDENTIAL MATERIAL has been disclosed shall agree to maintain such MATERIAL in
3 confidence and not to reveal any such MATERIAL to anyone other than a person qualified to
4 review such MATERIAL, as specified in paragraph D.

5 G. USE LIMITED TO LITIGATION OF THIS MATTER. Any QUALIFIED
6 PERSON to whom any CONFIDENTIAL MATERIAL has been disclosed shall agree not to use
7 any such MATERIAL except in connection with the litigation of this case.
8

9 H. USE IN DEPOSITION. Documents designated as "CONFIDENTIAL" may be
10 used in depositions, subject to the terms of this agreement.

11 I. CUSTODY OF DOCUMENTS CONTAINING CONFIDENTIAL MATERIAL.
12 All documents of any kind containing CONFIDENTIAL MATERIAL, including notes or other
13 records regarding the content thereof, shall be maintained in the custody of counsel of record,
14 and no partial or complete copies thereof shall be retained by anyone else, except that:

15 (1) Parties as referred to in paragraph D(3) may retain "CONFIDENTIAL"
16 MATERIAL to the extent deemed necessary by their respective counsel, provided that parties
17 return such MATERIAL to such counsel once retention is no longer necessary or pursuant to the
18 provisions of paragraph L, whichever comes first.

19 (2) Experts, consultants, investigators, or non-party agents as referred to in
20 paragraph D(2) may retain CONFIDENTIAL MATERIAL on a temporary basis for purposes of
21 study, analysis, and preparation of the case, provided that such an expert, consultant, investigator,
22 or non-party agent returns to the respective counsel said CONFIDENTIAL MATERIAL,
23 including records, notes or copies containing such MATERIAL, upon the completion of the work
24 related thereto, and agrees in writing to be bound by the terms of this Stipulated Protective Order
25 by signing an acknowledgment in substantially the following form:
26

27 I hereby acknowledge that I, [name], am about to receive CONFIDENTIAL MATERIAL
28 related to the case Hong Lu v. Sheng Kee Bakery & Café. I certify my understanding that such

1 MATERIAL is provided pursuant to the terms and restrictions of the Stipulated Protective Order
2 of [date]. I have been given a copy of this Order, have read it, and agree to be bound by the
3 terms thereof. I understand that such CONFIDENTIAL MATERIAL, and any notes or records
4 regarding the content of such MATERIAL, shall not be disclosed to others, except as permitted
5 under the terms of said Stipulated Protective Order.

6 J. DEPOSITION TRANSCRIPTS. When CONFIDENTIAL MATERIAL is
7 contained, incorporated or discussed in a deposition transcript, arrangement shall be made with
8 the court reporter to bind the confidential portions of the transcript separately and label it in
9 substantially the following form:

10 CONFIDENTIAL -- SUBJECT TO COURT ORDER. This transcript contains
11 CONFIDENTIAL MATERIAL not to be opened or the contents thereof to be displayed or
12 revealed except by an Order of the Court.

13 A party filing a portion of a deposition transcript designated confidential with the Court
14 under seal must do so in accordance with the requirements of paragraph K. Further, nothing in
15 this paragraph shall prevent the disclosure of such a confidential portion of a deposition
16 transcript to a person qualified to review such a portion, as specified in paragraphs D and E.

17 K. COURT FILINGS. Documents containing CONFIDENTIAL MATERIAL may
18 be filed under seal in accordance with Northern District Court of California local rule 79-5.

19 Nothing in this paragraph shall prevent the disclosure of such confidential filings to a person
20 qualified to review such a filing, as specified in paragraphs D and E. Nothing in this paragraph is
21 intended to direct or limit the internal procedures of the Court to provide access to sealed
22 materials to appropriate court personnel.

23 L. RESOLUTION OF ACTION. Upon final resolution of this action, all
24 CONFIDENTIAL MATERIAL (including CONFIDENTIAL MATERIAL that has been
25 incorporated in documents, such as correspondence and memoranda), may be retained only by
26 counsel for the parties. All persons in the possession of any CONFIDENTIAL MATERIAL
27

1 supplied by an opposing party must return such material to the receiving party's counsel for
2 retention or destruction, at the option of such counsel. CONFIDENTIAL MATERIAL retained
3 by counsel after the final resolution of this action may not be copied or disclosed to any person.

4 M. NO UNAUTHORIZED DISCLOSURE ABSENT COURT ORDER. No
5 unauthorized disclosure of CONFIDENTIAL MATERIAL shall be made, absent a Court Order.
6

7 The parties stipulate to the foregoing:
8
9

10 Dated: December 21, 2005

11 Patricia A. Shiu
12 Elizabeth Kristen
13 Sharon Terman
14 THE LEGAL AID SOCIETY
15 EMPLOYMENT LAW CENTER

16 By: /s/ Sharon Terman
Sharon Terman

17 Attorney for Plaintiff
18 HONG LU
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William Kwong
Ai Mori
MINAMI, LEW & TAMAKI, LLP

By: 

William Kwong

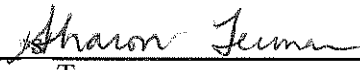
Attorney for Defendants
Sheng Kee Bakery & Café and Karl Wen

1 Pursuant to General Order No. 45 X. (B), I attest that concurrence in the filing of this document
2 has been obtained from Defendant's counsel.

3
4 Dated: December 21, 2005

5 Patricia A. Shiu
6 Elizabeth Kristen
7 Sharon Terman
8 THE LEGAL AID SOCIETY
9 EMPLOYMENT LAW CENTER

10
11 By:

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13 Sharon Terman

14 Attorney for Plaintiff
15 HONG LU
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1 Pursuant to stipulation. IT IS SO ORDERED.

2 Dated: January 30, 2006



3 _____ D. Laporte